

# Rules of executing payments in the form of a direct debit

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## Table of Contents:

Chapter 1. General provisions .....	3
Chapter 2. Executing direct debits .....	3
Chapter 3. Refusal to execute a payment in the form of a direct debit .....	4
Chapter 4. Refund of a single payment in the form of a direct debit .....	4
Chapter 5. Recalling outstanding direct debits .....	5
Chapter 6. Withdrawal of a Consent .....	5
Chapter 7. Fees and commissions .....	5
Chapter 8. Final provisions .....	5

### Appendices:

- No. 1 Template form of the consent for debiting of an account
- No. 2 Template form of the withdrawal of consent for debiting of an account
- No. 3 Template form of the recall of an outstanding direct debit
- No. 4 Template form of the refund of an executed direct debit

## CHAPTER 1. General provisions

### § 1

Under the Bank Account Agreement or the Integrated Bank Account Agreement, mBank S.A. executes payments in the form of a direct debit on the terms and conditions set out in the "Rules for the execution of payments in the form of a direct debit", hereinafter referred to as the "Rules".

### § 2

The following terms used in the Rules are understood as follows:

<b>1/ Payer's Bank/Bank</b>	mBank S.A.,
<b>2/ Payee's Bank</b>	the bank where the Payee has an account,
<b>3/ Payer/Account Holder</b>	a debtor who gave his or her Consent to debit his or her Payment Account with direct debit amounts resulting from his or her obligations towards the creditor (Payee); the Payer is a natural person carrying out business activity, a legal person or an organisational unit which is not a legal person but is granted legal capacity by law, with which the Bank has concluded the Bank Account Agreement or the Integrated Bank Account Agreement,
<b>4/ Elixir</b>	a system for the exchange of electronic payment orders between banks
<b>5/ KIR</b>	Krajowa Izba Rozliczeniowa SA, which carries out operations between participant banks in the context of interbank clearing concerning the exchange of payment orders,
<b>6/ Direct Debit</b>	a payment service consisting in debiting a specified amount to the Payer's Account as a result of a payment transaction initiated by the Payee, executed on the basis of the Payer's Consent,
<b>7/ Interbank Agreement</b>	the agreement of 1 June 1998 on the use of direct debit (as amended),
<b>8/ Payer's Account</b>	a bank account maintained by the Bank under an agreement concluded with the Payer (Account Holder),
<b>9/ Payee's Account</b>	an account maintained for the Payee in a bank selected by him or her which is a party to the Interbank Agreement,
<b>10/ Payee</b>	a creditor who submits a direct debit order on the basis of the Consent given by the Payer,
<b>11/ outstanding direct debit recall</b>	an instruction of the Payer to stop debiting the Payer's Account with a future direct debit, submitted to the Payer's Bank before the date of execution of the direct debit,
<b>12/ Payee's unique identifier</b>	an identifier used for the purpose of correct identification of the Payee, which is: a/ <b>NIP</b> – the Payee's Tax Identifier, or if the Payee has no such identifier: b/ <b>NIW</b> – the Payee's Identifier (NIW); The rules for assigning NIWs are set out in the Interbank Agreement,
<b>13/ Payer's unique identifier</b>	an identifier used for the purpose of correct identification of the Payer, which is the Payer's Account number in the NRB format,
<b>14/ Unique Payment Identifier (IDP)</b>	a string of up to twenty characters, agreed between the Payee and the Payer, enabling the identification of the direct debit executed on the basis of the granted Consent,
<b>15/ Consent</b>	the Payer's consent to have his or her account (Payer's Account) debited on contractual dates, providing a basis for the Payee to issue direct debits for certain obligations,
<b>16/ direct debit refund</b>	reimbursement to the Payer's Account of a cash amount for an executed direct debit on the basis of an instruction submitted by the Payer to the Payer's Bank.

## CHAPTER 2. Executing direct debits

### § 3

The Bank undertakes to execute payments in the form of a direct debit as Payer's Bank.

### § 4

1. To participate in payments made by direct debit as a Payer, the Payer must have a current account with the Bank (Payer's Account).
2. For the Bank to execute payments by direct debit, the Payer must give a Consent to the Payee to debit the Payer's account by direct debit on contractual due dates for certain obligations.

### § 5

1. Consent forms are provided to the Payer by the Payee. A template Consent form is attached as Appendix 1 to the Rules. Consent forms are also available at the Bank's branches. The Bank may make Consent forms available on the mBank Group's internet portal at <https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsługa-bieżąca/obsługa-rozliczeń/>.
2. If a Consent is submitted to the Payee, the Payee must deliver one copy of the Consent to the Bank.
3. If a Consent is submitted at a branch of the Bank, the Payer must also transmit the Consent directly to the Payee.
4. Upon receipt of a Consent, the Payer's Bank only verifies:
  - 1/ the Payer's unique identifier, and
  - 2/ the conformity of the Payer's signature in the Consent with the specimen signature available to the Payer's Bank, and
  - 3/ the presence of the Payee's unique identifier, and
  - 4/ the presence of the unique payment identifier (IDP).

5. The Payer's Bank registers a received Consent as soon as possible but no later than on the third business day after the day of its receipt, provided that it has ascertained the correctness of the data specified in sub-paragraph 4.

## § 6

The Payer must ensure that there are sufficient funds in the Payer's Account to satisfy the Payee's receivables on the due dates specified by the Payer.

## § 7

The Payer may submit all instructions related to the execution of the Consent for the Payer's Account to be debited by the Payee by direct debit at a branch of the Bank.

## § 8

1. Each direct debit is executed with the participation of:
  - 1/ the Payee,
  - 2/ the Payer,
  - 3/ the Payee's Bank,
  - 4/ the Payer's Bank.
2. To execute a direct debit, an agreement on the use of direct debit must be concluded by the Payee and the Payee's Bank. This agreement constitutes the Payee Bank's consent to the use of direct debit by the Payee. It contains in particular: the terms and conditions of submitting and executing direct debits, the Payee's consent to have his or her account debited with refunded direct debit amounts together with interest referred to in § 11 on the basis of an instruction to refund an executed direct debit submitted by the Payer, the scope of liability of the Payee and the Payee's Bank.

## § 9

A direct debit is deemed to have been executed for the relevant Payee if it has been executed in accordance with:

- 1/ the Payee's unique identifier, and
- 2/ the Payer's unique identifier, and
- 3/ the unique payment identifier (IDP).

### CHAPTER 3. Refusal to execute a payment in the form of a direct debit

## § 10

1. The Bank may refuse to execute a payment by direct debit in cases where:
  - 1/ the Payer has not given the Consent for direct debits to be debited to his or her bank account (Payer's Account) or has withdrawn such Consent,
  - 2/ the funds on the Payer's bank account (Payer's Account) are insufficient to cover the direct debit or have been seized by the authorities entitled to do so,
  - 3/ the Bank has frozen the funds at the request of law enforcement authorities or as a result of preventive measures (in case of suspicion that the funds originate from a crime),
  - 4/ the Payer's bank account (Payer's Account) has been closed,
  - 5/ the Payee's unique identifier (NIP or NIW) or the Payer's unique identifier or the unique payment identifier (IDP) in the direct debit received by the Payer's Bank do not match the identifiers specified in the Payer's Consent,
  - 6/ due to a system failure of the Payer's Bank, the Payer's bank account (Payer's Account) could not be properly debited with the direct debit amount,
  - 7/ the Payer has recalled an outstanding direct debit.
2. If the execution of a direct debit payment is refused, the Bank notifies the Payee's Bank of the reason as soon as possible.
3. The Payer may obtain information on the cases and reasons for the refusal of execution of a direct debit at the Bank's branches.

### CHAPTER 4. Refund of a single payment in the form of a direct debit

## § 11

1. The Payer may receive a refund of the amount of a single direct debit that has already been executed if he or she submits an instruction to the Bank for a refund at the latest within:
  - 1/ 8 weeks, i.e., 56 calendar days from the date of debiting the Payer's Account if the Payer is a consumer within the meaning of the Civil Code, or
  - 2/ 5 business days from the date of debiting the Payer's Account for other Payers.
2. The Payer's Bank must provide the Payee's Bank, without undue delay, with instructions for the refund of the amount of the executed direct debit no later than within 2 business days after the end of the time limits referred to in sub-paragraph 1.
3. The template refund form is attached as Appendix 4 to the Rules. Single payment refund forms are available at the Bank's branches. The Bank may also make single payment refund forms available on the mBank Group's internet portal at <https://www.mbank.pl/pomoc/dokumenty/mssp-korporacje/obsługa-bieżąca/obsługa-rozliczeń/>.
4. An instruction for the refund of an executed direct debit can only be given at the Bank.
5. The refund of an executed direct debit does not require the Payer to provide a reason.
6. Upon accepting an instruction for the refund of an executed direct debit, as soon as possible but no later than the next business day for the Bank, the Payer's Bank credits the Payer's Account with the amount of the refunded direct debit plus interest due to the Payer as interest on his or her bank account (Payer's Account) or provides a justification for the refusal of the refund.
7. Interest is calculated from the date on which the Payer's Account is debited with the amount of the refunded single direct debit until the day preceding the day on which the Payer submits the refund instruction.
8. To refund a single direct debit, the Payer should provide information necessary to unambiguously determine the instruction debiting his or her account, i.e.:
  - 1/ the Payer's name,
  - 2/ the Payer's unique identifier
  - 3/ the debit date,
  - 4/ the debit amount,
  - 5/ the unique payment identifier (IDP),
  - 6/ the Payee's name,
  - 7/ the Payee's unique identifier (NIP or NIW).

9. Refusal or failure to provide any of the information referred to in sub-paragraph 8 within the time limit set by the Bank results in the refusal to accept an instruction for the refund of an executed single direct debit.

## CHAPTER 5. Recalling outstanding direct debits

### § 12

1. The Payer may recall an outstanding direct debit.
2. A template recall form of an outstanding direct debit is presented as Appendix 3 to the Rules. The recall forms of an outstanding direct debit are available at the Bank's branches. The Bank may make available the recall forms of an outstanding direct debit also on the mBank Group's internet portal at <https://www.mbank.pl/informacje-dla-klienta/msp-korporacje/>.
3. The recall of an outstanding direct debit does not require the Payer to provide a reason.
4. The recall of an outstanding direct debit is not the same as the withdrawal of a Consent referred to in Chapter 6 of the Rules.

## CHAPTER 6. Withdrawal of a Consent

### § 13

1. The Payer may withdraw a Consent at any time.
2. Consent withdrawal forms are provided to the Payer by the Payee. Consent withdrawal forms are also available at the Bank's branches. The Bank make available Consent withdrawal forms also on the mBank Group's internet portal at <https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsługa-bieżąca/obsługa-rozliczeń/>.
3. The Payer may withdraw a Consent by submitting a written instruction to a branch of the Bank or to the Payee.
4. If a Consent is withdrawn at a branch of the Bank, the Payer must also communicate the withdrawal directly to the Payee.
5. If the Payer submits a Consent withdrawal directly to the Payee, the Payee must provide the Bank with one copy of the Consent withdrawal.
6. Upon receipt of a Consent withdrawal, the Payer's Bank only verifies:
  - 1/ the Payer's unique identifier, and
  - 2/ the conformity of the Payer's signature in the Consent with the specimen signature available to the Payer's Bank, and
  - 3/ the presence of the Payee's unique identifier, and
  - 4/ the presence of the unique payment identifier (IDP).
7. The Payer's Bank registers a received Consent withdrawal as soon as possible but no later than on the third business day after the day of its receipt, provided that it has ascertained the correctness of the data specified in sub-paragraph 6.
8. If a withdrawal of Consent has been registered, that Consent ceases to be valid and the Bank ceases to execute direct debits.
9. The Bank is not liable for any damage caused as a result of the Payee's failure to provide the Bank with one copy of the Consent withdrawal when the Payer has submitted it directly to the Payee.

## CHAPTER 7. Fees and commissions

### § 14

1. The Bank charges fees and commissions for operations related to the execution of payments in the form of a direct debit in accordance with the "Table of bank commissions and fees in mBank for SME and Corporates". The Bank makes the Tariff available to the Payer at the Bank's branches and on the mBank Group's internet portal at [www.mbank.pl](http://www.mbank.pl).
2. The Payer authorises the Bank to debit his or her Payer Account with the amount of fees and commissions due to the Bank.
3. Amendments to the "Table of bank commissions and fees in mBank for SME and Corporates" do not constitute an amendment to Rules.

## CHAPTER 8. Final provisions

### § 15

The Bank provides the Payer with information on payments made by direct debit as part of the Payer's Account statement.

### § 16

1. The Bank is not liable for:
  - 1/ amounts of debits inconsistent with the bills/invoices sent to the Payer by the Payee,
  - 2/ untimely execution of debits by the Payee's Bank,
  - 3/ any breach by the Payee of the terms of the Consent and the agreement between the Payee and the Payer.
2. Any change in the Payer's personal data requires that the Payer change such data in the Consent to have his or her account debited by direct debit. The change of the data given in the Consent may be made at a branch of the Bank.
3. The Payer must notify the Payee without undue delay of any change to the data contained in the Consent.
4. The Bank is not liable for any consequences arising if the Payer fails to change the data in the Consent.

### § 17

In respect of payment services provided under the Rules, the following provisions do not apply: Chapter II (except for Article 32a), Article 34, Articles 35-37, Article 40 (3)-(4), Article 45, Article 46 (2)-(5), Article 47, Article 48 and Article 51, Articles 144-146 of the Act of 19 August 2011 and, where permitted, other legislation that modifies or amends those provisions.

### § 18

1. The Bank publishes the Rules on the mBank Group's internet portal at <https://www.mbank.pl/pomoc/dokumenty/msp-korporacje/obsługa-bieżąca/obsługa-rozliczeń/>.
2. The Bank makes amendments to the Rules available through the mBank Group's internet portal at <https://www.mbank.pl/informacje-dla-klienta/msp-korporacje/>. The Bank provides the date of their entry into force and information on the possibility of withdrawing the Consent with immediate effect due to changes in the Rules.
3. The Payer undertakes towards the Bank to read the content of the information published on the mBank Group's internet portal at <https://www.mbank.pl/informacje-dla-klienta/msp-korporacje/>, at least once a week.

### § 19

1. The Bank is the controller of personal data of the Payer and the Payer's representatives.

2. The Bank processes personal data of the Payer and the Payer's representatives to conclude and perform the Agreement.
3. The Bank also processes personal data of the Payer and the Payer's representatives:
  - 1/ for the purposes of banking activities, i.e., for statistical and analytical purposes, constructing, monitoring and modifying internal methods and prudential requirement methods and models, including operational risk, handling of complaints, enforcement of claims, prevention of fraud, compliance with obligations under the applicable law, in particular AML, FATCA, CRS, MIFID, record keeping;
  - 2/ for the purposes of providing the Payer with marketing materials concerning products and services of the Bank and members of the Bank's group of companies. A list of members of the Bank's group of companies is available under the mBank Group tab at [www.mbank.pl](http://www.mbank.pl).
4. The Bank processes personal data of the Payer and the Payer's representatives in the period of time necessary for the conclusion and performance of the Agreement and a subsequent period of 10 years after the Agreement is ended or another period depending on the limitation of claims, if any. The Bank anonymises such data thereafter.
5. The Payer and the Payer's representatives:
  - 1/ have the right of access and the right to rectify their data and the right to data portability; and
  - 2/ may request erasure of data or restriction of the processing or object to the processing.
6. The Data Protection Officer is a Bank employee who may be contacted at: [Inspektordanychosobowych@mbank.pl](mailto:Inspektordanychosobowych@mbank.pl).
7. The terms and conditions of the processing of personal data by the Bank are described in detail in the GDPR Package available on the mBank Group's internet portal at [www.mbank.pl/pdf/rodo/pakiet-rodo.pdf](http://www.mbank.pl/pdf/rodo/pakiet-rodo.pdf).
8. Complaints concerning the processing of personal data by the Bank may be lodged with the President of the Data Protection Office who is the supervisory authority responsible for personal data protection.

## § 20

1. The execution of international money orders via SWIFT (Society for Worldwide Interbank Financial Telecommunication) may result in the U.S. government administration gaining access to personal data of the Payer and the Payer's representatives. The U.S. government may only use such data for combatting of terrorism subject to the guarantees under the European personal data protection system
2. The Bank may disclose data, including personal data, of the Payer and the Payer's representatives to entities hired by the Bank to process data for the purposes of performance of service agreements with the Bank.
3. The Bank may transfer data of obligations arising under the Agreement, including personal data of the Payer, to:
  - 1/ Bankowy Rejestr ("BR") – a database administered by the Polish Bank Association (ZBP) with its registered office in Warsaw, operating under the Act of 29 August 1997 – Banking Law;
  - 2/ Biuro Informacji Kredytowej S.A. with its registered office in Warsaw ("BIK"), operating under the Act of 29 August 1997 – Banking Law.
  - 3/ business information bureaus operating under the Act of 9 April 2010 on the Disclosure and Exchange of Business Information provided that:
    - a/ the total amounts due to the Bank are at least PLN 500,
    - b/ the benefit(s) is (are) due for at least 30 days,
    - c/ the creditor Bank providing the data sent at least one month before, by registered mail to the mailing address provided by the Payer or, if the Payer provided no such address, to the registered address of the Payer, a call for payment including a warning that data will be provided to the bureau, as well as the name and registered address of the bureau.
4. Data of the Payer, including personal data, maintained by BR and BIK, may be transferred to:
  - 1/ other banks;
  - 2/ financial institutions which are subsidiaries of banks within the meaning of the Act of 29 August 1997 – Banking Law;
  - 3/ other entities authorised under the law, on the terms and conditions set out in the Act of 29 August 1997 – Banking Law;
  - 4/ business information bureaus referred to in the Act of 9 April 2010 on the Disclosure and Exchange of Business Information, on the terms and conditions set out in that Act.

## § 21

1. The Payer may lodge a complaint relating to the provision of services by the Bank under the Agreement:
  - 1/ at each organisational unit of the Bank which provides services to the Payer. The list of these organisational units and their addresses are presented by the Bank on the mBank Group's internet portal,
  - 2/ in writing, orally, by telephone or during personal contact with a Bank employee, and electronically, in particular in the electronic banking system mBank CompanyNet.
2. Each complaint should contain:
  - 1/ a detailed description of the event giving rise to the complaint,
  - 2/ the expectations of the Payer as to the manner of resolving the complaint,
  - 3/ the bank account number and the name and REGON identifier of the Payer,
  - 4/ the details of the person making the complaint (first name, surname, telephone number and e-mail address).
3. The Bank processes complaints as soon as possible. The deadline for processing a complaint and for the reply should not be longer than 15 business days for the Bank from the date of receipt of the complaint by the Bank. In particularly complicated cases, the deadline may be extended by the Bank to a maximum of 35 business days for the Bank. The Bank notifies the Payer thereof.
4. After processing a complaint, the Bank notifies the Payer of the outcome of the complaint handling procedure. The Bank replies to the complaint in writing or using a different durable information medium.
5. If the Bank does not accept the claims arising from the Payer's complaint, the Payer may request the Bank to reconsider the case. The request should be made in writing within 14 days from the date of receiving the reply to the complaint. The request should contain the data referred to in sub-paragraph 4.
6. Notwithstanding the provisions of sub-paragraphs 1 to 5, the Payer may assert claims against the Bank on the basis of current legal provisions.
7. The activities of the Bank are supervised by the Polish Financial Supervision Authority (KNF).